

ITEL

Itel Rail Corporation

55 Francisco
San Francisco, California 94133
(415) 955-9090
Telex 34234

May 4, 1984

RECORDATION NO. 9049-1 Filed 1423

MAY 22 1984 - 2 20 PM

1-143A060

No.

Date MAY 22 1984

Fee \$ 10.00

Mr. James H. Bayne, INTERSTATE COMMERCE COMMISSION
Interstate Commerce Commission
Washington, D.C. 20423

ICC Washington, D. C.

Dear Mr. Bayne:

Pursuant to 49 U.S.C. Section 11303(a) and the Interstate Commerce Commission's rules and regulations thereunder, I enclose herewith on behalf of Itel Rail Corporation for filing and recordation as an additional filing under the Lease Agreement dated as of June 14, 1977 between Itel Rail Corporation (successor in interest to S.S.I. Corporation) and Arkansas and Louisiana Missouri Railway Company, which Lease Agreement was filed on October 21, 1977 and given I.C.C. Recordation No. 9049, four counterparts of the following document:

Amendment No. 3 dated February 6, 1984 to the Lease Agreement dated June 14, 1977 between Itel Rail Corporation (successor in interest to S.S.I. Rail Corporation) and Arkansas and Louisiana Missouri Railway Company.

The names and addresses of the parties to the aforementioned Amendment are:

1. Arkansas and Louisiana Missouri Railway Company
Post Office Box 1653
Monroe, Louisiana 71201
2. Itel Rail Corporation
55 Francisco, 7th Floor
San Francisco, California 94133

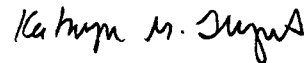
The equipment covered by this Amendment No. 3 is two (2) 60' boxcars, one bearing reporting mark ALM 1101, and having the A.A.R. mechanical designation XM, and the other bearing reporting mark 1151 and having A.A.R. mechanical designation XP.

Also enclosed is a check in the amount of \$10.00 for the required recording fee.

Mr. James H. Bayne, Secretary
May 4, 1984
Page Two

Please stamp all counterparts of the enclosed Amendment with your official recording stamp. You will wish to retain one (1) counterpart of the document for your files; it is requested that the remaining three (3) counterparts be returned to the bearer of this document.

Sincerely,



Kathryn M. Thyret
Legal Assistant

KMT/csh
Enclosures

cc: Robert S. Clark, Esq.
Senior Trust Officer
First Security Bank of Utah, N.A.
Corporate Trust Division
79 South Main Street
Salt Lake City, Utah 84125

Virginia Hanger
Itel Rail Corporation

L-0647
2/2/84

RECORDATION NO. 9049K Filed 1425

MAY 22 1984 - 2 20 PM

AMENDMENT NO. 3

INTERSTATE COMMERCE COMMISSION

THIS AMENDMENT NO. 3 (the "Amendment") to that certain Lease Agreement (the "Agreement") dated June 14, 1977 between **ITEL RAIL CORPORATION**, successor in interest to SSI Rail Corp., as lessor ("Lessor") and **ARKANSAS AND LOUISIANA MISSOURI RAILWAY COMPANY**, as lessee ("Lessee") is made this 6th day of February, 1984 between Lessor and Lessee.

W I T N E S S E T H :

WHEREAS, Lessor and Lessee are parties to the Agreement pursuant to which three hundred fifty (350) boxcars bearing the reporting marks ALM 1000-1249 and ALM 1500-1599 have been delivered by Lessor to Lessee;

WHEREAS, Lessor and Lessee have placed for a period of time one hundred fifty (150) of said boxcars, bearing the reporting marks ALM 1000-1081 and ALM 1083-1150 into an assignment pool (the "Assignment") on the railroad line of Kansas City Southern Railway Company ("KCS") to improve the utilization of and revenues from the said 150 Boxcars;

WHEREAS, Lessor and Lessee desire to remove the boxcar bearing reporting mark ALM 1101 from the Assignment and to add the boxcar bearing reporting mark ALM 1151 to the Assignment.

NOW, THEREFORE, in consideration of the premises and mutual agreements herein contained, the parties hereto agree to amend the Agreement as follows:

1. All terms defined in the Agreement shall have their defined meanings when used in this Amendment.
2. Effective January 27, 1984, the term one hundred fifty (150) boxcars ("150 Boxcars") shall be defined as boxcars bearing the reporting marks ALM 1000-1081, ALM 1083-1100, ALM 1102-1151 each time it appears in the Agreement.
3. Equipment Schedule Nos. 2.A. and 4.B., both executed June 29, 1983, which are attached to and incorporated into the Agreement, shall be deleted in their entirety, and Equipment Schedule Nos. 2.B. and 4.B., attached hereto, shall be substituted therefor.
4. Except as expressly modified by this Amendment, all terms and provisions of the Agreement shall remain in full force and effect.

5. This Amendment may be executed by the parties hereto in any number of counterparts and all said counterparts taken together shall be deemed to constitute one and the same instrument.

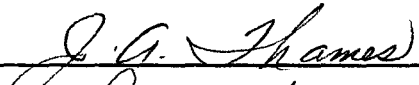
ITEL RAIL CORPORATION

By: 

Title: President

Date: 4/23/84

ARKANSAS AND LOUISIANA MISSOURI
RAILWAY COMPANY

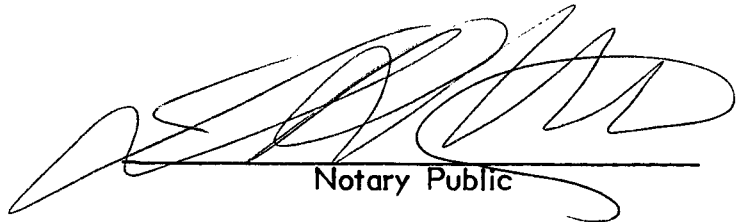
By: 

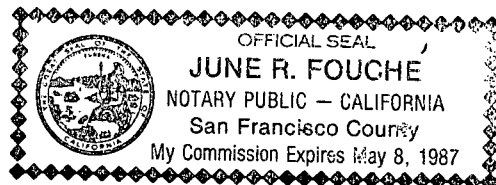
Title: President

Date: April 9 1984

STATE OF CALIFORNIA)
) ss:
COUNTY OF SAN FRANCISCO)

On this 23 day of April, 1984, before me personally appeared J. Douglass Coates, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Amendment No. 3 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

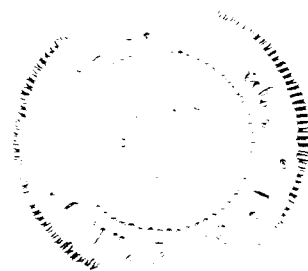

Notary Public



STATE OF LOUISIANA)
PARISH) ss:
COUNTY OF OUACHITA)

On this 9th day of April, 1984, before me personally appeared J. A. THAMPS, to me personally known, who being by me duly sworn says that such person is President of Arkansas and Louisiana Missouri Railway Company, that the foregoing Amendment No. 3 was signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public



L-0647

EQUIPMENT SCHEDULE NO. 2.B.

Itel Rail Corporation hereby leases the following Boxcars to Arkansas and Louisiana Missouri Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of June 14, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XP	60' Plate E Boxcar, 100-Ton	ALM 1100, 1102-1149	60'10"	9'6"	11'5"	10'	49
XM	60' Plate E Boxcar, 100-Ton	ALM 1101	60'10"	9'6"	11'5"	10'	1

ITEL RAIL CORPORATION

BY: 

TITLE: President

DATE: 4/23/84

ARKANSAS AND LOUISIANA MISSOURI
RAILWAY COMPANY

BY: 

TITLE: President

DATE: April 9, 1984

L-0647

EQUIPMENT SCHEDULE NO. 4.B.

Itel Rail Corporation hereby leases the following Boxcars to Arkansas and Louisiana Missouri Railway Company subject to the terms and conditions of that certain Lease Agreement dated as of June 14, 1977.

A.A.R. Mech. Desig.	Description	Numbers	Length	Dimensions		Doors Width	No. of Cars
				Inside Width	Height		
XP	60' Plate E Boxcar, 100-Ton	ALM 1150-1151	60'10"	9'6"	11'5"	10'	2
XM		ALM 1152-1159; ALM 1161-1221; ALM 1223-1227; ALM 1229; ALM 1231-1249					94

ITEL RAIL CORPORATION

BY: _____

TITLE: _____

DATE: _____

[Signature]

President

4/23/84

ARKANSAS AND LOUISIANA MISSOURI
RAILWAY COMPANY

BY: _____

TITLE: _____

DATE: _____

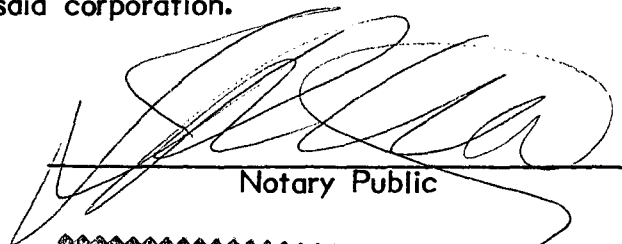
[Signature]

April President

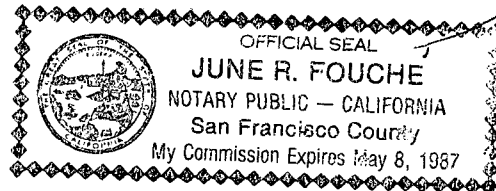
April 9, 1984

STATE OF CALIFORNIA)
)
COUNTY OF SAN FRANCISCO) ss:

On this 23 day of April, 1984, before me personally appeared J. Douglass Coates, to me personally known, who being by me duly sworn says that such person is President of Itel Rail Corporation, that the foregoing Equipment Schedule Nos. 2.B. and 4.B. were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

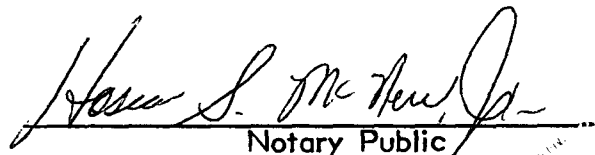


Notary Public



STATE OF LOUISIANA)
Parish)
COUNTY OF Orachita) ss:

On this 9th day of April, 1984, before me personally appeared J. A. THAMPS, to me personally known, who being by me duly sworn says that such person is President of Arkansas and Louisiana Missouri Railway Company, that the foregoing Equipment Schedule Nos. 2.B. and 4.B. were signed on behalf of said corporation by authority of its board of directors, and such person acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

